



TED HENDRICKS STADIUM:

RENTAL POLICY

All renters must provide proof of a liability policy that has a minimum coverage of \$1,000,000, naming the City of Hialeah as additionally insured.

CONDITIONS OF RENTAL

1. The CITY agrees to provide space at the Ted Hendricks Stadium at 4700 Palm Avenue, Hialeah, Florida to the Miami Sharks.
2. The Miami United Football Club Organization shall be responsible for payment of the following fees for the stadium rental: **\$1,000.00** plus employee costs of **Pending** per game day. All scheduled dates are listed below.
3. Formal reservations must be made in person at Milander Park located at 4700 Palm Avenue, Hialeah FL, 33013 (305) 557-6770, and between the hours of 2:00 pm - 9:00 pm, Monday through Friday.
4. Payment shall be in the form of a credit card, cash, cashier's check, personal check, or money order payable to the City of Hialeah.
5. An amount of \$300.00 will be placed on deposit to reserve the stadium for a specific date. Cancellation of this date will be recognized only when notification is submitted in writing by **Rentee** to the CITY at least 60 days prior to the event. If the CITY is not advised 60 days prior to the event, the CITY shall retain the deposit.
6. All rentals are limited to 12 months in advance.
7. All organizations or individuals will be restricted to one weekend during a calendar month.
8. Concession operations will be handled by the **Rentee** for fee of \$250.00 per game/day.

9. Tents that are used on the field area must be secured with sandbags only. Tents are strictly prohibited in the stadium bleachers.
10. No coolers, cups, book bags, or bottles are allowed to be brought into the stadium at any time.
11. Tailgating in the parking lot at Milander Park is strictly prohibited.
12. No vehicles are allowed inside the stadium at any time excluding emergency personnel.
13. No security staff will be used in the stadium except Hialeah Police Officers. The **Rentee** will be responsible in making arrangements directly with the Hialeah Police Department (Extra-Duty Division) through Mrs. Natalia Ruiz, at (305) 953-5390, at least three weeks prior to the rental.
14. CITY shall have the right to refuse such activities that pose a security or liability problem.
15. CITY may refuse to rent to anyone whose previous use of the stadium has been unsatisfactory.
16. No gas or charcoal grills are allowed in Ted Hendricks Stadium and Milander Park.
17. That the use of this Agreement shall be from 5:00pm through 10:00pm of the same day. Arrangements must be made directly with the CITY's Facility Manager.
18. The **Rentee** guarantees that no damage will be done to the subject stadium and the **Rentee** the CITY are to insure that it is returned in the same condition as it was accepted and will inspect it jointly.
19. The **Rentee** shall pay the CITY for the cost of any repair, rehabilitation, damage, correction, replacement or restoration of the premises or to defray any other unusual but reasonable expense borne by the City as a consequence of this USE Agreement.
20. The **Rentee** shall be responsible for removing all decorations used during the event.
21. CITY shall furnish electricity for ordinary use, water for reasonable purposes and restroom supplies.
22. CITY retains the right to terminate this Agreement without notice for any reason or no reason at all.
23. The **Rentee** shall be responsible for providing their own supply of ice during their rental.

24. The maximum capacity shall be 5,221 occupants during a rental period. The City of Hialeah Fire Marshal shall have the exclusive right to close the facility in the event there is an excess of over 5,221 patrons during the rental period.
25. The **Rentee** shall indemnify and save the CITY, its officials, employees, agents, representatives and attorneys, from and against any and all claims, liabilities, losses and cause of action which arise out of or in connection with the **Rentee** activities under this agreement, including all NEGLIGENT or intentional acts or omissions to act on the part of The **Rentee** or any person acting for or on its behalf, and from and against any orders, judgments, or decrees which may be entered and from and against all costs, attorney's fees, expenses incurred at the trial, appellate or administrative level or proceedings and liabilities insured in the defense of any claims or in the investigation thereof.
26. The **Rentee** agrees to carry Liability Insurance Coverage in the amount no less than \$1,000,000 combined single limit coverage for property damage and bodily injury. The **Rentee** shall have its insurer name the CITY as an additional insured on its General Liability policy. It is understood that the CITY is not responsible for personal injury or property damage or any loss to the **Rentee**, its personnel or property during the term of this agreement. Insurance provided by the **Rentee** must provide coverage for personnel and customers attending performances, and individuals on the premises as acquaintances or friends of the **Rentee** from liability for loss, damage, injury and claims, whether to person or property, arising incident to the **Rentee** use of the premises and agrees to hold the CITY harmless from any damage sustained by it or any of its agents, employees or invited guests, including the patrons during use.
27. Proof of insurance is due two weeks prior to the dates reserved.